

1 E. MARTIN ESTRADA  
2 United States Attorney  
3 MACK E. JENKINS  
4 Assistant United States Attorney  
5 Chief, Criminal Division  
6 SARAH SPIELBERGER (Cal. Bar No. 311175)  
7 ALEXANDRA MICHAEL (Cal. Bar No. Pending)  
8 Assistant United States Attorneys  
9 General Crimes Section  
10 1100 United States Courthouse  
11 312 North Spring Street  
12 Los Angeles, California 90012  
13 Telephone: (213) 894-3358  
14 Facsimile: (213) 894-0141  
15 E-mail: sarah.spielberger@usdoj.gov

16 Attorneys for Plaintiff  
17 UNITED STATES OF AMERICA

18 UNITED STATES DISTRICT COURT

19 FOR THE CENTRAL DISTRICT OF CALIFORNIA

20 UNITED STATES OF AMERICA,

21 No. 2:23-cr-00429-JFW-10

22 Plaintiff,

23 PLEA AGREEMENT FOR DEFENDANT  
24 VANESSA CORTES ARZATE

v.

25 CARLOS CORONA, et al.,

26 Defendants.

27 1. This constitutes the plea agreement between VANESSA CORTES  
28 ARZATE ("defendant") and the United States Attorney's Office for the  
Central District of California (the "USAO") in the above-captioned  
case. This agreement is limited to the USAO and cannot bind any  
other federal, state, local, or foreign prosecuting, enforcement,  
administrative, or regulatory authorities.

29 DEFENDANT'S OBLIGATIONS

30 2. Defendant agrees to/that:

31 a. At the earliest opportunity requested by the USAO and  
32 provided by the Court, appear and plead guilty to count thirty-five

1 of the indictment in United States v. CARLOS CORONA, et al., No.  
2 2:23-cr-00429-JFW-10, which charges defendant with Laundering of  
3 Monetary Instruments, in violation of 18 U.S.C. §§ 1956(a)(1)(B)(i),  
4 2(a), 2(b).

5 b. Not contest facts agreed to in this agreement.

6 c. Abide by all agreements regarding sentencing contained  
7 in this agreement.

8 d. Appear for all court appearances, surrender as ordered  
9 for service of sentence, obey all conditions of any bond, and obey  
10 any other ongoing court order in this matter.

11 e. Not commit any crime; however, offenses that would be  
12 excluded for sentencing purposes under United States Sentencing  
13 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
14 within the scope of this agreement.

15 f. Be truthful at all times with the United States  
16 Probation and Pretrial Services Office and the Court.

17 g. Pay the applicable special assessment at or before the  
18 time of sentencing unless defendant has demonstrated a lack of  
19 ability to pay such assessments.

20 h. Any and all criminal debt ordered by the Court will be  
21 due in full and immediately. The government is not precluded from  
22 pursuing, in excess of any payment schedule set by the Court, any and  
23 all available remedies by which to satisfy defendant's payment of the  
24 full financial obligation, including referral to the Treasury Offset  
25 Program.

26 i. Complete the Financial Disclosure Statement on a form  
27 provided by the USAO and, within 30 days of defendant's entry of a  
28 guilty plea, deliver the signed and dated statement, along with all

of the documents requested therein, to the USAO by either email at usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial Litigation Section at 300 North Los Angeles Street, Suite 7516, Los Angeles, CA 90012. Defendant agrees that defendant's ability to pay criminal debt shall be assessed based on the completed Financial Disclosure Statement and all required supporting documents, as well as other relevant information relating to ability to pay.

j. Authorize the USAO to obtain a credit report upon returning a signed copy of this plea agreement.

k. Consent to the USAO inspecting and copying all of defendant's financial documents and financial information held by the United States Probation and Pretrial Services Office.

## THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

b. Abide by all agreements regarding sentencing contained in this agreement.

c. At the time of sentencing, move to dismiss the remaining counts of the indictment as against defendant. Defendant agrees, however, that at the time of sentencing the Court may consider any dismissed charges in determining the applicable Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed.

d. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offense up to and including the time of sentencing, recommend a two-level reduction in the applicable Sentencing Guidelines offense level, pursuant to

1 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
2 additional one-level reduction if available under that section.

3 NATURE OF THE OFFENSE

4 4. Defendant understands that for defendant to be guilty of  
5 the crime charged in count thirty-five, that is, Laundering of  
6 Monetary Instruments, in violation of Title 18, United States Code,  
7 Section 1956(a)(1)(B)(i), the following must be true:

8 a. First, defendant conducted a financial transaction  
9 involving property that represented the proceeds of Bank Fraud, in  
10 violation of Title 18, United States Code, Section 1344(1);

11 b. Second, defendant knew that the property represented  
12 the proceeds of some form of unlawful activity; and

13 c. Third, defendant knew that the transaction was  
14 designed in whole or in part to conceal or disguise the nature,  
15 location, source, ownership or control of the proceeds.

16 A "financial transaction" is a transaction involving: (1) the  
17 movement of funds by wire or other means that affects interstate or  
18 foreign commerce in any way; (2) one or more monetary instruments  
19 that affects interstate or foreign commerce in any way; or (3) the  
20 use of a financial institution that is engaged in or the activities  
21 of which affect interstate or foreign commerce in any way.

22 5. Defendant understands that for defendant to be guilty of  
23 aiding and abetting the Laundering of Monetary Instruments, as  
24 charged in count thirty-five, in violation of 18 U.S.C. §§  
25 1956(a)(1)(b)(i) and 2(a), the following must be true:

26 a. First, someone else committed the Laundering of  
27 Monetary Instruments;

1                   b. Second, defendant aided, counseled, commanded,  
2 induced, or procured that person with respect to at least one element  
3 of the Laundering of Monetary Instruments;

4                   c. Third, defendant acted with the intent to facilitate  
5 the Laundering of Monetary Instruments; and

6                   d. Fourth, defendant acted before the crime was  
7 completed.

8                   6. Defendant further understands that defendant may be found  
9 guilty of aiding and abetting the Laundering of Monetary Instruments,  
10 as charged in count thirty-five, in violation of 18 U.S.C. §§  
11 1956(a)(1)(b)(i) and 2(b), even if defendant did not personally  
12 commit the acts constituting the crime if defendant willfully caused  
13 an act to be done that if directly performed by her would constitute  
14 the crime of Laundering of Monetary Instruments. If defendant puts  
15 in motion or causes the commission of an indispensable element of the  
16 crime of Laundering of Monetary Instruments, she may be found guilty  
17 as if she had committed this element herself.

18                   7. Defendant understands that for an individual to be guilty  
19 of Bank Fraud, in violation of Title 18, United States Code, Section  
20 1344(1), the following must be true:

21                   a. First, the individual knowingly executed or attempted  
22 to execute a scheme to defraud a financial institution of something  
23 of value;

24                   b. Second, that the statements made as part of the scheme  
25 were material; that is, they had a natural tendency to influence, or  
26 were capable of influencing, a person to part with money or property;

27                   c. Third, the individual did so with the intent to  
28 defraud the financial institution; and

d. Fourth, the financial institution was insured by the Federal Deposit Insurance Corporation.

A "scheme to defraud" means any deliberate plan of action or course of conduct by which someone intends to deceive or cheat, in other words to deprive the victim of money or property by means of deception. It is not necessary for the government to prove that a financial institution was the only or sole victim of the scheme to defraud. It is also not necessary for the government to prove that the individual was actually successful in defrauding any financial institution. Finally, it is not necessary for the government to prove that any financial institution lost any money or property as a result of the scheme to defraud.

An "intent to defraud" means to act willfully and with the specific intent to deceive and cheat.

## PENALTIES AND RESTITUTION

8. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 1956, is: 20 years' imprisonment; a 5-year period of supervised release; a fine of \$500,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

9. Defendant understands that defendant will be required to pay full restitution to the victims of the offenses to which defendant is pleading guilty. Defendant agrees that, in return for the USAO's compliance with its obligations under this agreement, the Court may order restitution to persons other than the victims of the offenses to which defendant is pleading guilty and in amounts greater than those alleged in the count to which defendant is pleading guilty.

1 guilty. In particular, defendant agrees that the Court may order  
2 restitution to any victim of any of the following for any losses  
3 suffered by that victim as a result: (a) any relevant conduct, as  
4 defined in U.S.S.G. § 1B1.3, in connection with the offense to which  
5 defendant is pleading guilty; and (b) any counts dismissed pursuant  
6 to this agreement as well as all relevant conduct, as defined in  
7 U.S.S.G. § 1B1.3, in connection with those counts. The parties  
8 currently believe that the applicable amount of restitution is  
9 approximately \$16,900, but recognize and agree that this amount could  
10 change based on facts that come to the attention of the parties prior  
11 to sentencing.

12 10. Defendant understands that supervised release is a period  
13 of time following imprisonment during which defendant will be subject  
14 to various restrictions and requirements. Defendant understands that  
15 if defendant violates one or more of the conditions of any supervised  
16 release imposed, defendant may be returned to prison for all or part  
17 of the term of supervised release authorized by statute for the  
18 offense that resulted in the term of supervised release, which could  
19 result in defendant serving a total term of imprisonment greater than  
20 the statutory maximum stated above.

21 11. Defendant understands that, by pleading guilty, defendant  
22 may be giving up valuable government benefits and valuable civic  
23 rights, such as the right to vote, the right to possess a firearm,  
24 the right to hold office, and the right to serve on a jury.  
25 Defendant understands that she is pleading guilty to a felony and  
26 that it is a federal crime for a convicted felon to possess a firearm  
27 or ammunition. Defendant understands that the conviction in this  
28 case may also subject defendant to various other collateral

1 consequences, including but not limited to revocation of probation,  
2 parole, or supervised release in another case and suspension or  
3 revocation of a professional license. Defendant understands that  
4 unanticipated collateral consequences will not serve as grounds to  
5 withdraw defendant's guilty plea.

6 12. Defendant and her counsel have discussed the fact that, and  
7 defendant understands that, if defendant is not a United States  
8 citizen, the conviction in this case makes it practically inevitable  
9 and a virtual certainty that defendant will be removed or deported  
10 from the United States. Defendant may also be denied United States  
11 citizenship and admission to the United States in the future.  
12 Defendant understands that while there may be arguments that  
13 defendant can raise in immigration proceedings to avoid or delay  
14 removal, removal is presumptively mandatory and a virtual certainty  
15 in this case. Defendant further understands that removal and  
16 immigration consequences are the subject of a separate proceeding and  
17 that no one, including her attorney or the Court, can predict to an  
18 absolute certainty the effect of her conviction on her immigration  
19 status. Defendant nevertheless affirms that he wants to plead guilty  
20 regardless of any immigration consequences that her plea may entail,  
21 even if the consequence is automatic removal from the United States.

22 FACTUAL BASIS

23 13. Defendant admits that defendant is, in fact, guilty of the  
24 offense to which defendant is agreeing to plead guilty. Defendant  
25 and the USAO agree to the statement of facts provided below and agree  
26 that this statement of facts is sufficient to support a plea of  
27 guilty to the charge described in this agreement and to establish the  
28 Sentencing Guidelines factors set forth in paragraph 15 below but is

1 not meant to be a complete recitation of all facts relevant to the  
2 underlying criminal conduct or all facts known to either party that  
3 relate to that conduct.

4                   a. Beginning no later than October 14, 2020, and  
5 continuing through at least August 18, 2023, in Los Angeles County  
6 and Orange County, within the Central District of California, and  
7 elsewhere, defendant conspired and agreed with co-defendants CARLOS  
8 CORONA, JOSE LUIS EDEZA JR., JOHN WESLEY BESS JR., RICARDO OCHOA JR.,  
9 SAULO SOLARES, CARLOS LUIZ ARELLANO, SOFIA GENESIS ALVAREZ, KAREN  
10 VANESSA MARTINEZ, and RICARDO WILFREDO NICHOLSON (collectively, the  
11 "CO-CONSPIRATORS"), to knowingly and intentionally commit bank fraud.  
12 Specifically, defendant and the CO-CONSPIRATORS agreed to knowingly  
13 execute a scheme to fraudulently obtain money owned by Bank of  
14 America, N.A. ("BOA"), Citibank, N.A. ("Citi"), Wells Fargo, N.A.  
15 ("WFB"), JP Morgan Chase Bank ("Chase"), U.S. Bancorp ("USB"),  
16 Kinecta Federal Credit Union ("Kinecta"), Navy Federal Credit Union  
17 ("NFCU"), and SchoolsFirst Federal Credit Union ("SchoolsFirst")  
18 (collectively, the "Financial Institutions"), through materially  
19 false and fraudulent pretenses, representations, and promises.  
20 Defendant joined this conspiracy knowing of this object and intending  
21 to help accomplish it.

22                   b. At all times during the conspiracy, BOA, Citi, WFB,  
23 Chase, USB, Kinecta, NFCU, and SchoolsFirst were financial  
24 institutions insured by the Federal Deposit Insurance Corporation  
25 ("FDIC").

26                   c. In furtherance of the conspiracy, co-defendant SOLARES  
27 and others stole checks from the U.S. mail, including from mailboxes  
28 and post office mail collection boxes located outside of U.S. Post

1 Office locations. Co-defendants CORONA, EDEZA, BESS, and OCHOA, and  
2 other co-conspirators, would then take possession of the checks that  
3 co-defendant SOLARES and others stole.

4 d. In furtherance of the conspiracy, defendant and co-  
5 defendants CORONA, EDEZA, BESS, OCHOA, ARELLANO, ALVAREZ, MARTINEZ,  
6 and NICHOLSON, and other co-conspirators, solicited bank account  
7 holders through social media to provide their debit cards and bank  
8 account information to defendant and her co-conspirators. In return,  
9 defendant and her co-conspirators promised these account holders a  
10 cut of any fraudulent funds deposited into their accounts. To  
11 circumvent the fraud protections of the Financial Institutions,  
12 defendant and her co-conspirators specifically requested bank  
13 accounts that had been open for a certain amount of time so that co-  
14 conspirators could get access to the stolen funds more quickly. Once  
15 bank account holders responded to the advertisements via social media  
16 and provided the information requested in the advertisements,  
17 including bank account numbers, PIN numbers, and online banking log-  
18 in information, defendant and co-defendants CORONA, EDEZA, BESS,  
19 OCHOA, ARELLANO, ALVAREZ, MARTINEZ, and NICHOLSON also took physical  
20 possession of the account holders' debit cards. Defendant and her  
21 co-conspirators then exchanged the debit cards and bank account  
22 information obtained from the bank account holders with each other.

23 e. In furtherance of the conspiracy, co-defendants  
24 CORONA, EDEZA, BESS, and OCHOA, and other co-conspirators, deposited  
25 the stolen checks into the bank accounts that had been sourced by  
26 defendant and other co-conspirators. In most cases, the stolen  
27 checks were falsely endorsed in the original payee's name. In doing  
28 so, the co-conspirators falsely represented that they were the payees

1 on the checks and were entitled to the funds and concealed that they  
2 were not the payees on the stolen checks and that they were not  
3 authorized to deposit the checks or receive the payees' funds. In  
4 some cases, the checks were washed or altered to make the payee the  
5 name of the owner of the bank account into which the checks were  
6 being deposited.

7 f. In furtherance of the conspiracy, after the stolen  
8 checks were deposited into the bank accounts described above, co-  
9 defendants CORONA, EDEZA, BESS, and OCHOA, and other co-conspirators,  
10 rapidly depleted the fraudulently deposited funds from the account  
11 holders' accounts by making cash withdrawals, electronic transfers,  
12 and/or debit card purchases.

13 g. Throughout the course of the conspiracy, to conceal  
14 the fraud, defendant and her co-conspirators instructed account  
15 holders to claim that their accounts had been compromised if  
16 contacted by the Financial Institutions about the fraudulent  
17 deposits.

18 h. Also in furtherance of the conspiracy, defendant and  
19 her co-conspirators committed at least the following acts:

20 i. On May 25, 2022, defendant posted an Instagram  
21 story asking followers to direct message her if they had bank  
22 accounts with WFB, Citi, BOA, Union Bank, or Chase and stating that  
23 she would give followers a cut if they found someone who had one of  
24 the requested accounts.

25 ii. On July 17, 2023, defendant posted an Instagram  
26 story stating that she was "picking up accounts later" and inviting  
27 followers to direct message her if they had a bank account with BOA,  
28 WFB, or Chase that was one year or older.

Account holder J.O. (WFB Account 9844)

iii. On or before June 9, 2021, defendant solicited the account holder of WFB Account 9844 through Instagram and asked the account holder to provide the debit card and bank account information for WFB Account 9844.

iv. On or before June 9, 2021, defendant caused WFB Card 7536 to be delivered to co-defendant CORONA.

v. On June 23, 2021, in response to defendant's Instagram direct message asking if WFB Account 9844 "still work[ed]," co-defendant CORONA said he was going to try to deposit a stolen check into the account that day.

vi. On June 23, 2021, co-defendant CORONA deposited check no. 4774 from S.L.C., which had been altered to be made payable to J.O., in the amount of \$6,900 into WFB Account 9844 using WFB Card 7536 at an ATM in Downey, California.

vii. On June 24, 2021, defendant sent an Instagram direct message to co-defendant CORONA stating that the deposit had cleared.

viii. On June 24, 2021, co-defendant CORONA withdrew \$2,500 in cash from WFB Account 9844 at an ATM in Los Angeles, California.

ix. On June 24, 2021, in response to defendant's Instagram direct message asking about the payout split from the check deposit, co-defendant CORONA directed defendant to give \$2,000 to J.O. and said defendant would receive \$2,300.

i. Defendant admits that by engaging in the conduct and acts described above: (1) she knowingly executed and participated in a scheme to defraud the Financial Institutions of money; and (2) she

1 did so with the intent to defraud the Financial Institutions.  
2 Defendant also admits that by engaging in the conduct and acts  
3 described above, her co-conspirators unlawfully obtained money from  
4 the Financial Institutions through false and fraudulent pretenses,  
5 statements, and representations, which had the natural tendency to  
6 influence the Financial Institutions to part with money.

1 ii. Prior to co-defendant CORONA depositing check no.  
2 4774 into WFB Account 9844 and withdrawing \$2,500 in cash from WFB  
3 Account 9844, defendant solicited the actual account holder of WFB  
4 Account 9844 (the "Account Holder") through Instagram and asked the  
5 Account Holder to provide the debit card and bank account information  
6 for WFB Account 9844. Once the Account Holder provided defendant  
7 with the debit card and bank account information, defendant provided  
8 the debit card and bank account information to co-defendant CORONA so  
9 that co-defendant CORONA could deposit stolen checks, like check no.  
10 4774, into WFB Account 9844 and make unlawful cash withdrawals, like  
11 the above-described \$2,500 withdrawal on June 24, 2021.

## SENTENCING FACTORS

14. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the

1 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
2 be free to exercise its discretion to impose any sentence it finds  
3 appropriate up to the maximum set by statute for the crime of  
4 conviction.

5 15. Defendant and the USAO agree to the following applicable  
6 Sentencing Guidelines factors:

7 Base Offense Level:

8	7	U.S.S.G. §§ 2S1.1(a)(1),
9		2B1.1(a)(1)
10	More than \$550,000 of Loss:	+14 U.S.S.G. § 2B1.1(b)(1)(H)
11	Specific Offense Characteristics:	
12	Conviction Under 18 U.S.C. § 1956:	+2 U.S.S.G. § 2S1.1(b)(2)(B)

14 Defendant and the USAO reserve the right to argue that additional  
15 specific offense characteristics, adjustments, and departures under  
16 the Sentencing Guidelines are appropriate.

17 16. Defendant understands that there is no agreement as to  
18 defendant's criminal history or criminal history category.

19 17. Defendant and the USAO reserve the right to argue for a  
20 sentence outside the sentencing range established by the Sentencing  
21 Guidelines based on the factors set forth in 18 U.S.C. §§ 3553(a)(1),  
22 (a)(2), (a)(3), (a)(6), and (a)(7).

23 WAIVER OF CONSTITUTIONAL RIGHTS

24 18. Defendant understands that by pleading guilty, defendant  
25 gives up the following rights:

- 26 a. The right to persist in a plea of not guilty.
- 27 b. The right to a speedy and public trial by jury.

c. The right to be represented by counsel -- and if necessary have the Court appoint counsel -- at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel -- and if necessary have the Court appoint counsel -- at every other stage of the proceeding.

d. The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.

e. The right to confront and cross-examine witnesses against defendant.

f. The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify.

g. The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that choice not be used against defendant

h. Any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed

WAIVER OF APPEAL OF CONVICTION

19. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty plea was involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's conviction on the offense to which defendant is pleading guilty. Defendant understands that this waiver includes, but is not limited to, arguments that the statute to which defendant is pleading guilty is unconstitutional, and any and all claims that

1 the statement of facts provided herein is insufficient to support  
2 defendant's plea of guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 20. Defendant agrees that, provided the Court imposes a term of  
5 imprisonment within or below the range corresponding to an offense  
6 level of 20 and the criminal history category calculated by the  
7 Court, defendant gives up the right to appeal all of the following:  
8 (a) the procedures and calculations used to determine and impose any  
9 portion of the sentence; (b) the term of imprisonment imposed by the  
10 Court; (c) the fine imposed by the Court, provided it is within the  
11 statutory maximum; (d) to the extent permitted by law, the  
12 constitutionality or legality of defendant's sentence, provided it is  
13 within the statutory maximum; (e) the amount and terms of any  
14 restitution order, provided it requires payment of no more than  
15 \$16,900; (f) the term of probation or supervised release imposed by  
16 the Court, provided it is within the statutory maximum; and (g) any  
17 of the following conditions of probation or supervised release  
18 imposed by the Court: the conditions set forth in Second Amended  
19 General Order 20-04 of this Court; the drug testing conditions  
20 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and  
21 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

22 21. The USAO agrees that, provided (a) all portions of the  
23 sentence are at or below the statutory maximum specified above and  
24 (b) the Court imposes a term of imprisonment within or above the  
25 range corresponding to an offense level of 20 and the criminal  
26 history category calculated by the Court. The USAO gives up its  
27 right to appeal any portion of the sentence, with the exception that  
28

1 the USAO reserves the right to appeal the following: (a) the amount  
2 of restitution ordered if that amount is less than \$16,900.

3 RESULT OF WITHDRAWAL OF GUILTY PLEA

4 22. Defendant agrees that if, after entering a guilty plea  
5 pursuant to this agreement, defendant seeks to withdraw and succeeds  
6 in withdrawing defendant's guilty plea on any basis other than a  
7 claim and finding that entry into this plea agreement was  
8 involuntary, then (a) the USAO will be relieved of all of its  
9 obligations under this agreement; and (b) should the USAO choose to  
10 pursue any charge that was either dismissed or not filed as a result  
11 of this agreement, then (i) any applicable statute of limitations  
12 will be tolled between the date of defendant's signing of this  
13 agreement and the filing commencing any such action; and  
14 (ii) defendant waives and gives up all defenses based on the statute  
15 of limitations, any claim of pre-indictment delay, or any speedy  
16 trial claim with respect to any such action, except to the extent  
17 that such defenses existed as of the date of defendant's signing this  
18 agreement.

19 RESULT OF VACATUR, REVERSAL, OR SET-ASIDE

20 23. Defendant agrees that if the count of conviction is  
21 vacated, reversed, or set aside, both the USAO and defendant will be  
22 released from all their obligations under this agreement.

23 EFFECTIVE DATE OF AGREEMENT

24 24. This agreement is effective upon signature and execution of  
25 all required certifications by defendant, defendant's counsel, and an  
26 Assistant United States Attorney.

27

28

## BREACH OF AGREEMENT

25. Defendant agrees that if defendant, at any time after the  
signature of this agreement and execution of all required  
certifications by defendant, defendant's counsel, and an Assistant  
United States Attorney, knowingly violates or fails to perform any of  
defendant's obligations under this agreement ("a breach"), the USAO  
may declare this agreement breached. All of defendant's obligations  
are material, a single breach of this agreement is sufficient for the  
USAO to declare a breach, and defendant shall not be deemed to have  
cured a breach without the express agreement of the USAO in writing.  
If the USAO declares this agreement breached, and the Court finds  
such a breach to have occurred, then: (a) if defendant has previously  
entered a guilty plea pursuant to this agreement, defendant will not  
be able to withdraw the guilty plea, and (b) the USAO will be  
relieved of all its obligations under this agreement.

16       26. Following the Court's finding of a knowing breach of this  
17 agreement by defendant, should the USAO choose to pursue any charge  
18 that was either dismissed or not filed as a result of this agreement,  
19 then:

20 a. Defendant agrees that any applicable statute of  
21 limitations is tolled between the date of defendant's signing of this  
22 agreement and the filing commencing any such action.

23                   b.    Defendant waives and gives up all defenses based on  
24 the statute of limitations, any claim of pre-indictment delay, or any  
25 speedy trial claim with respect to any such action, except to the  
26 extent that such defenses existed as of the date of defendant's  
27 signing this agreement.

1                   c. Defendant agrees that: (i) any statements made by  
2 defendant, under oath, at the guilty plea hearing (if such a hearing  
3 occurred prior to the breach); (ii) the agreed to factual basis  
4 statement in this agreement; and (iii) any evidence derived from such  
5 statements, shall be admissible against defendant in any such action  
6 against defendant, and defendant waives and gives up any claim under  
7 the United States Constitution, any statute, Rule 410 of the Federal  
8 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
9 Procedure, or any other federal rule, that the statements or any  
10 evidence derived from the statements should be suppressed or are  
11 inadmissible.

12                   COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

13                   OFFICE NOT PARTIES

14                   27. Defendant understands that the Court and the United States  
15 Probation and Pretrial Services Office are not parties to this  
16 agreement and need not accept any of the USAO's sentencing  
17 recommendations or the parties' agreements to facts or sentencing  
18 factors.

19                   28. Defendant understands that both defendant and the USAO are  
20 free to: (a) supplement the facts by supplying relevant information  
21 to the United States Probation and Pretrial Services Office and the  
22 Court, (b) correct any and all factual misstatements relating to the  
23 Court's Sentencing Guidelines calculations and determination of  
24 sentence, and (c) argue on appeal and collateral review that the  
25 Court's Sentencing Guidelines calculations and the sentence it  
26 chooses to impose are not error, although each party agrees to  
27 maintain its view that the calculations in paragraph 14 are  
28 consistent with the facts of this case. While this paragraph permits

1 both the USAO and defendant to submit full and complete factual  
2 information to the United States Probation and Pretrial Services  
3 Office and the Court, even if that factual information may be viewed  
4 as inconsistent with the facts agreed to in this agreement, this  
5 paragraph does not affect defendant's and the USAO's obligations not  
6 to contest the facts agreed to in this agreement.

7       29. Defendant understands that even if the Court ignores any  
8 sentencing recommendation, finds facts or reaches conclusions  
9 different from those agreed to, and/or imposes any sentence up to the  
10 maximum established by statute, defendant cannot, for that reason,  
11 withdraw defendant's guilty plea, and defendant will remain bound to  
12 fulfill all defendant's obligations under this agreement. Defendant  
13 understands that no one -- not the prosecutor, defendant's attorney,  
14 or the Court -- can make a binding prediction or promise regarding  
15 the sentence defendant will receive, except that it will be within  
16 the statutory maximum.

NO ADDITIONAL AGREEMENTS

18       30. Defendant understands that, except as set forth herein,  
19 there are no promises, understandings, or agreements between the USAO  
20 and defendant or defendant's attorney, and that no additional  
21 promise, understanding, or agreement may be entered into unless in a  
22 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

31. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

E. MARTIN ESTRADA  
United States Attorney

Sarah E. Spielberger  
SARAH E. SPIELBERGER  
Assistant United States Attorney

May 3, 2024  
Date

VANESSA CORTE'S ARZATE  
Defendant

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Date

NAREG GOURJIAN  
Attorney for Defendant VANESSA  
CORTES ARZATE

5/6/24

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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am VANESSA CORTES ARZATE's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of her rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea *pursuant to this agreement.*

NAREG GOURJIAN  
Attorney for Defendant VANESSA  
CORTES ARZATE

5/6/24  
Date